

FILED

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

MAY 19 2021

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS

UNITED STATES OF AMERICA,

Plaintiff,

v.

SHANE M. JOHNSON,

Defendant.

4:21CR00321 MTS/SPM

INDICTMENT

The Grand Jury charges that:

A. **Introduction**

At all times material to this Indictment, unless otherwise specified below:

1. The International Brotherhood of Electrical Workers, Local No. 1 (“IBEW Local No. 1”) was a union in St. Louis, Missouri that operated a Health and Welfare Fund, which is an employee benefit plan subject to any provision of title I of the Employee Retirement Income Security Act of 1974 (“ERISA”).

2. With IBEW Local No. 1’s Health and Welfare Fund, the union offered disability benefits—in the form of income replacement payments—to union members who became totally disabled. To qualify for disability benefits from IBEW Local No. 1’s Health and Welfare Fund, union members were required to “notify[] the Fund office upon release to return to work.” In addition, the qualification requirements for IBEW Local No. 1’s disability benefits stated that “[d]isability benefits will not be paid for any period . . . [d]uring which . . . [the union member is] not under the care of a Physician.”

3. To request and obtain disability benefits from IBEW Local No. 1's Health and Welfare Fund, union members were to submit a form titled: "weekly disability benefit report." Included in the weekly disability benefit report was a section for the union member's attending physician to complete. The attending physician's portion of the weekly disability benefit report required the union member's physician to describe the nature of the union member's injury and list the dates of treatment for that injury. The union member's attending physician also had to sign the weekly disability benefit report.

4. Defendant Shane M. Johnson lived in Fenton, Missouri, within the Eastern District of Missouri. The defendant worked as an electrician in the Eastern District of Missouri and was a member of IBEW Local No. 1's union. The defendant became a member of IBEW Local No. 1's union on or about December 1, 2016.

B. The Scheme to Defraud

5. It was part of the scheme to defraud that from between August of 2017 and August of 2019, the defendant submitted fraudulent requests for disability benefits to IBEW Local No. 1's Health and Welfare Fund office, which was within the Eastern District of Missouri. The defendant faxed each of his fraudulent requests for disability benefits to IBEW Local No. 1's Health and Welfare Fund office from a FedEx store in Fenton, Missouri.

6. It was further part of the scheme and artifice that the defendant included in each of his fraudulent requests for disability benefits a forged "ATTENDING PHYSICIAN'S DISABILITY STATEMENT." These forged statements were purportedly completed and signed by W.P.W., who was a medical doctor in Fenton, Missouri who had previously treated the defendant for a prior medical condition. Each of the forged statements submitted by the defendant

included W.P.W.'s medical conclusion that the defendant was "disabled (unable to work)." But, in truth and fact, W.P.W. did not draft—nor did he sign—any of the fraudulent statements.

7. It was further part of the scheme and artifice that, by submitting the fraudulent requests for disability benefits to IBEW Local No. 1's Health and Welfare Fund, the defendant caused IBEW Local No. 1 to send the defendant disability benefit payments. Before on or about March 5, 2018, IBEW Local No. 1 responded to the defendant's fraudulent requests for disability benefits by providing the defendant with checks (via mail or in-person pick-up) drawn from IBEW Local No. 1's PNC Bank business bank account *****2708.

8. It was further part of the scheme and artifice that, after receiving the disability benefit checks from IBEW Local No. 1's Health and Welfare Fund, the defendant either cashed those checks or deposited them into his U.S. Bank personal checking account **** * 6991.

9. It was further part of the scheme and artifice that, on or about March 5, 2018, the defendant completed and signed a "direct deposit authorization agreement" with IBEW Local No. 1. In that agreement, the defendant authorized IBEW Local No. 1 to place the defendant's disability payments "electronically in [his] checking account[.]" The defendant further requested that IBEW Local No. 1 wire disability benefit payments to the defendant's U.S. Bank personal checking account **** * 6991. After on or about March 5, 2018, IBEW Local No. 1 responded to the defendant's fraudulent requests for disability benefits by wiring the disability benefit funds to the defendant's U.S. Bank personal checking account **** * 6991 via an interstate wire transfer.

10. It was further part of the scheme and artifice that, in response to the defendant's fraudulent requests for disability benefits, IBEW Local No. 1's Health and Welfare Fund paid the defendant a total of \$13,390.

C. Wire Transactions**COUNTS ONE-FOUR**
(Wire Fraud: 18 U.S.C. § 1343)

11. The allegations included in Paragraphs 1 through 10 of this Indictment are hereby incorporated by reference as if fully set forth herein.

12. On or about the dates included below, within the Eastern District of Missouri, and elsewhere, for the purpose of executing the above-described scheme to defraud and obtain money and property by means of false and fraudulent pretenses, representations and promises and for the purpose of executing the same,

SHANE M. JOHNSON,

the defendant herein, did knowingly cause to be transmitted by means of wire communication in and affecting interstate commerce, certain writings, signs, signals, pictures, or sounds, including interstate wire transfers in the amounts described below, which were IBEW Local No. 1's disability benefit funds that were transferred via interstate wire transmission from IBEW Local No. 1's PNC Bank business bank account *****2708 to the defendant's U.S. Bank personal checking account **** * 6991.

Counts	Date of Wire Transfer	Amount
1	5/25/2018	\$2,100.96
2	6/1/2018	\$420.19
3	6/8/2018	\$420.19
4	6/15/2018	\$420.19

All in violation of Title 18, United States Code, Section 1343.

COUNT FIVE
(Aggravated Identity Theft: 18 U.S.C. § 1028A)

13. Each of the allegations of Paragraphs 1 through 12 of this Indictment is hereby incorporated by reference as if fully set forth herein.

14. On or about May 21, 2018, within the Eastern District of Missouri, the defendant,

SHANE M. JOHNSON,

did knowingly use, without lawful authority, a means of identification of another person, to wit, the name of W.P.W., during and in relation to a felony violation enumerated in 18 U.S.C. § 1028A(c), to wit, wire fraud, in violation of 18 U.S.C. § 1343, knowing that the means of identification belonged to another actual person, in that the defendant submitted a fraudulent request for disability benefits to IBEW Local No. 1's Health and Welfare Fund office and included in that request a forged signature and statement from W.P.W. (a medical doctor) representing that the defendant was disabled.

All in violation of Title 18, United States Code, Section 1028A(a)(1).

COUNT SIX

(Theft From Employee Benefit Plan: 18 U.S.C. § 664)

15. Each of the allegations of Paragraphs 1 through 14 of this Indictment is hereby incorporated by reference as if fully set forth herein.

16. From on or about August 2, 2017, to on or about August 27, 2019, within the Eastern District of Missouri, the defendant,

SHANE M. JOHNSON,

did embezzle, steal and unlawfully and willfully abstract and convert to his own use in the approximate amount of \$13,390, the moneys, funds, securities, premiums, credits, property and other assets of IBEW Local No. 1's Health and Welfare Fund, an employee welfare benefit plan subject to title I of the Employee Retirement Income Security Act of 1974 and of a fund connected with such plan, in that the defendant submitted fraudulent requests for disability benefits to IBEW Local No. 1's Health and Welfare Fund office, which included forged statements from a doctor representing that the defendant was disabled, when—in truth and fact—the doctor neither

completed nor signed any of the fraudulent statements. Those fraudulent requests for disability benefits caused IBEW Local No. 1's Health and Welfare Fund office to pay the defendant a total sum of \$13,390, to which the defendant was not entitled.

All in violation of Title 18, United States Code, Section 664.

FORFEITURE ALLEGATION

The United States Attorney further alleges there is probable cause that:

1. Pursuant to Title 18, United States Code, Sections 982(a)(2), upon conviction of an offense in violation of Title 18, United States Code, Section 1343, as set forth in Counts One through Four, the defendant shall forfeit to the United States of America any property constituting, or derived from, any proceeds obtained, directly or indirectly, as a result of such violation. Subject to forfeiture is a sum of money equal to the total value of any property, real or personal, constituting or derived from any proceeds traceable to such violation, which is at least \$13,390.

4. If any of the property described above, as a result of any act or omission of the defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America will be entitled to the forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p).

Dated: _____

A TRUE BILL.

FOREPERSON

SAYLER A. FLEMING
United States Attorney

Derek J. Wiseman, #67257MO
Assistant United States Attorney